



DEAN D. EFSTATHIOU, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 7, 2008

IN REPLY PLEASE
REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF CONTRACT FOR SERVICE AND MAINTENANCE OF THE
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM
(SUPERVISORIAL DISTRICTS 3, 4, AND 5)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

This action is to award a contract for Service and Maintenance of the Supervisory Control and Data Acquisition System for the remote operation and monitoring of the water system facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Service and Maintenance of the Supervisory Control and Data Acquisition System in an annual sum not to exceed \$250,000 to Westin Engineering, Inc., located in Glendale, California. This contract will be for a term of one year commencing upon your Board's approval with four 1-year renewal options, not to exceed a total contract period of five years.

3. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Acting Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed software maintenance, installation, system analysis, upgrade and expansion, and repair services for the Los Angeles County Waterworks Districts' Supervisory Control and Data Acquisition (SCADA) System. The SCADA system is a radio-based communication system used for the remote operation and monitoring of the Districts' water system facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$250,000 plus 25 percent for additional work within the scope of the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services.

Financing for the first year of services is included in the Fiscal Year 2008-09 Internal Service Fund Budget, which will be reimbursed by the Waterworks District Fund Budgets. Funds to finance the contract's optional years and 25 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Attachment A). The recommended contract, with Westin Engineering, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract will commence upon your Board's approval for a period of one year. With your Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on May 19, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy, which was approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (b) of CEQA.

CONTRACTING PROCESS

On May 19, 2008, Public Works solicited proposals from 200 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On July 10, 2008, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was rejected for failure to provide a software manufacturer's certification that was identified in the RFP as a mandatory minimum requirement. The other proposal having met the minimum requirements was then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial stability, references, and staffing plan. Public Works has reviewed the proposed price and finds that it is reasonable. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Westin Engineering, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

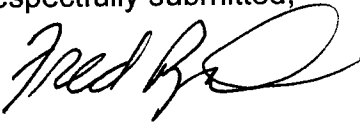
The award of this contract will not result in the displacement of any County employees.


The Honorable Board of Supervisors
October 7, 2008
Page 5

CONCLUSION

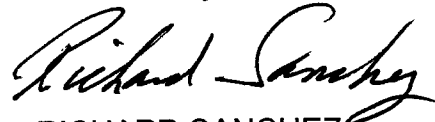
Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,



 DEAN D. EFSTATHIOU
Acting Director of Public Works

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

DDE:GZ:cg

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Chief Information Office

CIO ANALYSIS

AGREEMENT FOR SERVICE AND MAINTENANCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract ☐ Hardware Acquisition ☐ Other

New/Revised Contract Term: Base Term: 1 Yr. # of Option Yrs: 4 Yrs.

Contract Components:

☐ Software ☐ Hardware ☐ Telecommunications
☒ Professional Services

Project Executive Sponsor: Dean D. Efstathiou, Acting Director, DPW

Budget Information :

Y-T-D Contract Expenditures	\$ 0
Requested Contract Amount (\$250,000 per year for 5 years)	\$1,250,000
Contingency (25% - \$62,500 per year)	\$ 312,500
Aggregate Contract Amount	\$1,562,500

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Department of Public Works' (DPW) Waterworks District (District) requires maintenance and support services for an existing system that allows the District to perform remote monitoring and control of water system facilities such as pumps, valves, motors, and tank levels. The system, known as the Supervisory Control and Data Acquisition (SCADA) System, is comprised of two stand-alone systems that monitor and assess performance of various water facilities utilizing remote, radio-based sensors and transmissions.

Background:

The District has determined that contract services are required to ensure optimal operation of critical water facility monitoring systems. These services will provide DPW with access to as-needed field engineers who have extensive experience with SCADA systems, including maintenance and repair of SCADA components. The Department has a five-year plan to complete a comprehensive assessment and upgrade of the existing SCADA System, and subsequently transition the maintenance and support services to internal District staff, upon completion of SCADA knowledge transfer and training.

Project Justification/Benefits:

There are several benefits to this Agreement. Specifically, the Agreement will provide:

- Ready access to expert as-needed engineering services to ensure operational stability of the SCADA System, regardless of staffing resource changes within the District; and
- A comprehensive system assessment, including an evaluation of current hardware and software, security vulnerabilities, radio paths, and scalability for future expansion.

Project Metrics:

Services performed via this Agreement will be measured by:

- The vendor's responsiveness to troubleshooting and timely repair of the SCADA System, in accordance with timeframes specified in the Statement of Work (SOW); and
- The District's approval of a final system assessment report that provides the District with a roadmap to optimize the existing system to meet future needs, or to develop a more robust replacement system.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

The District considers the SCADA System to be a critical component of the County's water service operations, and "system failure would pose serious risks to the County and its water rate-paying customers."

Alternatives Considered:

The District has assessed the knowledge and skill requirements to perform these services and has concluded the most viable option is to contract for the services to ensure consistent access to qualified engineers and concurrently provide District personnel with knowledge transfer and training to meet the District's five-year in-house maintenance goal.

Project Risks:

The risks associated with this Agreement are limited to ensuring timely response and effective corrective actions to service requests.

Risk Mitigation Measures:

To mitigate this risk, the contract was structured in a manner that prioritizes the severity of services and clearly defines expected timeframes for response, diagnosis and corrective action. If the vendor fails to meet these timeframes, the District may seek liquidated damages from the vendor. Additionally, the vendor's qualifications and ability to meet these timeframes were evaluated during the Request for Proposal (RFP) process, and were found to be acceptable.

Financial Analysis:

The maximum expenditure over the five-year period is as follows:

Description	Expenditure
\$250,000 per year	\$ 1,250,000
25% per year	\$ 312,500
Total over five years	\$ 1,562,500

CIO Concerns:

None.

CIO Recommendations:

The CIO recommends the Board's approval of this Agreement.

CIO APPROVAL

Date Received: 8/28/08
Prepared by: Janette Paul
Date: 9/2/08
Approved: Richard Sanchez
Date: 9-23-08

AGREEMENT FOR SERVICE AND MAINTENANCE OF
SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM
(2008-IT026)

THIS AGREEMENT is made and entered into on _____, 2008, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic ("County"), and Westin Engineering Inc., a Corporation ("Contractor").

RECITALS

WHEREAS, County, by and through its Department of Public Works ("Department"), desires to employ a contractor to provide as-needed software maintenance, installation, and repair services (the "Services") on the Supervisory Control and Data Acquisition ("SCADA") System for the Los Angeles County Waterworks Districts ("Districts");

WHEREAS, County has determined that County personnel are not available to provide the Services;

WHEREAS, California Government Code Section 31000 permits the County Board of Supervisors to contract for special services with persons specially trained and experienced to perform the services;

WHEREAS, in response to County's Request for Proposals issued with respect to the Services for the SCADA System, Contractor has submitted its proposal to County and desires and is prepared to provide the Services to County for the SCADA System;

WHEREAS, Contractor possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide Services with respect to all components of the SCADA System;

WHEREAS, Contractor is willing to accept responsibility for performing the Services set forth herein for the compensation and in accordance with the terms and conditions set forth herein; and

WHEREAS, County and Contractor desire to enter into an Agreement for the Services for the SCADA System.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

///
///
///
///
///

1. AGREEMENT AND INTERPRETATION

1.1 Agreement. This base document along with Exhibits A through Q and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, subtask, Deliverable, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- 1.2.1 Exhibit A – Statement of Work
- 1.2.2 Exhibit B – Additional Terms and Conditions
- 1.2.3 Exhibit C – Schedule of Deliverables and Payments
- 1.2.4 Exhibit D – Maintenance and Support
- 1.2.5 Exhibit E – Task/Deliverable Acceptance Certificate
- 1.2.6 Exhibit F – Contractor's Employee Acknowledgement,
Confidentiality & Assignment of Rights
- 1.2.7 Exhibit G – Preapproved Subcontractor
- 1.2.8 Exhibit H – Sample Subcontract
- 1.2.9 Exhibit I – Description of Software
- 1.2.10 Exhibit J – (Intentionally Omitted)
- 1.2.11 Exhibit K – Third Party Software
- 1.2.12 Exhibit L – Los Angeles County Waterworks Districts Map
- 1.2.13 Exhibit M – RTU Informational Brochure
- 1.2.14 Exhibit N – RTU Location Maps

- 1.2.15 Exhibit O – Internal Revenue Service Notice 1015
- 1.2.16 Exhibit P – Safely Surrendered Baby Law Posters
- 1.2.17 Exhibit Q – Contractors' Proposal
- 1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit B (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein," "hereof," and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation of such words, such examples are intended to be illustrative and not limiting.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Additional Services" has the meaning set forth in Paragraph 9 (Additional Services) of Exhibit A (Statement of Work).
- 2.2 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.3 "Baseline Software" means the Contractor's proprietary software program, as described in Exhibit I (Description of Software). The Baseline Software is licensed by County pursuant to this Agreement, and is and becomes a component of the System Software.
- 2.4 "Board" means the County of Los Angeles Board of Supervisors.
- 2.5 "Business Hours" are defined as Monday through Friday, 8 a.m. to 4:30 p.m.
- 2.6 Intentionally Omitted

- 2.7 "Contractor Hearing Board" has the meaning set forth in the then current Chapter 2.202.020 of Los Angeles County Code.
- 2.8 "Confidential Information" has the meaning set forth in Paragraph 3.1 of Exhibit B (Additional Terms and Conditions).
- 2.9 "Contractor Key Personnel" has the meaning set forth in Paragraph 3.3.3 of Exhibit A (Statement of Work).
- 2.10 "Contractor Project Director" has the meaning set forth in Paragraph 3.1 (Contractor Project Director) of Exhibit A (Statement of Work).
- 2.11 "Contractor Project Manager" has the meaning set forth in Paragraph 3.3 (Contractor Project Manager) of Exhibit A (Statement of Work).
- 2.12 "Contractor Technical Staff" has the meaning set forth in Paragraph 3.3.3 of Exhibit A (Statement of Work).
- 2.13 "Corrective Maintenance" has the meaning set forth in Paragraph 7.2 of Exhibit A (Statement of Work).
- 2.14 "CSSD" has the meaning set forth in Paragraph 29.2 of Exhibit B (Additional Terms and Conditions).
- 2.15 "County" has the meaning set forth in the Recitals.
- 2.16 "County Indemnities" has the meaning set forth in Paragraph 13.1 (Indemnification) of Exhibit B (Additional Terms and Conditions).
- 2.17 "Customizations" means: the customizations developed by or on behalf of Contractor for the benefit of County. Such Customizations are and become a component of the System Software.
- 2.18 "County Project Director" has the meaning set forth in Paragraph 2.1 (County Project Director) of Exhibit A (Statement of Work).
- 2.19 "County Project Manager" has the meaning set forth in Paragraph 2.2 (County Project Manager) of Exhibit A (Statement of Work).
- 2.20 "Custom Programming Modifications" has the meaning set forth in Paragraph 9.1 of Exhibit A (Statement of Work).
- 2.21 "Deficiency" has the meaning set forth in Paragraph 7.1 (Deficiencies) of Exhibit A (Statement of Work).
- 2.22 "Deliverable" means an item identified as a numbered Deliverable in Exhibit A (Statement of Work), as well as the Specifications for any

System Hardware, System Software, or other materials to be purchased directly by County and not by Contractor.

- 2.23 "Department" has the meaning set forth in the Recitals.
- 2.24 "Deputy Director" means a Deputy Director of the County of Los Angeles Department of Public Works.
- 2.25 "Director" means the Director of the County of Los Angeles Department of Public Works or his designee.
- 2.26 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 2 (Dispute Resolution Procedure) of Exhibit B (Additional Terms and Conditions).
- 2.27 "Disabling Device" has the meaning set forth in Paragraph 12.7 of Exhibit B (Additional Terms and Conditions).
- 2.28 "Documentation" means any and all written materials, including user manuals, quick-reference guides, FAQs, training materials, testing protocols, methodologies, Specifications, and system designs and system design reviews that support the use and execution of the SCADA System, including the System Software.
- 2.29 "Effective Date" means the date the Agreement is executed by all parties and approved by the Board.
- 2.30 "Hourly Labor Rate" means a fully burdened hourly rate, which includes a blended and allocated average of direct and indirect costs, overhead, administrative expenses, and any other incidental expenses attributable to each personnel hour worked.
- 2.31 "Infringement Claim" or "Infringement Claims" has the meaning set forth in Paragraph 14.1 of Exhibit B (Additional Terms and Conditions).
- 2.32 "Initial Term" has the meaning set forth in Paragraph 5 (Term).
- 2.33 "Interfaces" means the software mechanisms which allow the transfer of electronic data or software commands between computer systems, computer programs, or computer program modules which are (a) required to be provided by Contractor as Work under the Statement of Work, or (b) requested by County to be provided by Contractor as Additional Services pursuant to Paragraph 9 (Additional Services) of Exhibit A (Statement of Work), in each case, which Interfaces are and become a component of the System Software.

- 2.34 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 8.5 (Invoice Discrepancy Report).
- 2.35 "Jury Service Program" has the meaning set forth in Paragraph 31 (Jury Service Program) of Exhibit B (Additional Terms and Conditions).
- 2.36 "Maximum Contract Sum" has the meaning set forth in Paragraph 6.2 (Maximum Contract Sum).
- 2.37 "Natural Degeneration" has the meaning set forth in Paragraph 12.1 (Self-Escrow).
- 2.38 "Option Term" has the meaning set forth in Paragraph 5 (Term).
- 2.39 "Preapproved Subcontractor" has the meaning set forth in Paragraph 1.2 (Procedure for Subcontracting) of Exhibit B (Additional Terms and Conditions).
- 2.40 "Project Status Reports" has the meaning set forth in Paragraph 3.4 (Status Reports by Contractor) of Exhibit A (Statement of Work).
- 2.41 "Service Order" means a written request issued by the Districts to the Contractor setting forth information including 1) the date and time of the request, 2) the individual or department making the request, 3) the individual or department which will approve the request, 4) the priority level of the request, and 5) a description of the problem and site location thereof.
- 2.42 "Source Code" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, including the tools and developer kits that created and that enable creation of such code.
- 2.43 "Specifications" means the specifications for the SCADA System as set forth in this Agreement, the Statement of Work (SOW), the Documentation, and any approved Change Order, including Custom Programming Modifications.
- 2.44 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit A (Statement of Work) to this Agreement.
- 2.45 "System Hardware" means any and all hardware that is required for County to enjoy and exercise fully its rights in respect of the SCADA System.

- 2.46 "System Software" means the Baseline Software, and the computer programs, including Third Party Software, conceived, created, or developed by Contractor in furtherance of all of Contractor's obligations pursuant to this Agreement, which includes the application programs, Customizations and Interfaces, and including any and all Updates, Custom Programming Modifications, extensions, and components provided from time to time.
- 2.47 "System Software Source Code" means all the Source Code for the System Software.
- 2.48 "Task/Deliverable Acceptance Certificate" means the certificate attached hereto as Exhibit E (Task/Deliverable Acceptance Certificate) issued by County upon Contractor's satisfactory completion of the applicable Tasks, subtasks, Deliverables, and services in accordance with the requirements, Specifications, and timetables set forth in the Statement of Work.
- 2.49 "Tasks" means one or more major areas of work to be performed under this Agreement and identified as a numbered Task in the SOW.
- 2.50 "Tax" and "Taxes" mean governmental fees (including license, filing, and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.51 "Term" has the meaning set forth in Paragraph 5 (Term).
- 2.52 "Work" means any and all Services, Tasks, Subtasks, Deliverables, Custom Programming Modifications, Additional Services and other items, materials and Services performed, or delivered, by or on behalf of Contractor in order to maintain, install and repair the SCADA System including the Work required pursuant to this Agreement, the SOW, and all the Exhibits, Change Orders, and amendments hereto.

3. WORK; APPROVAL AND ACCEPTANCE

- 3.1 All Tasks, Subtasks, Deliverables, including final Documentation, items, Services, and other Work provided by Contractor, including Additional Services, must be prepared and provided solely as specified under this Agreement and must receive the written approval of County Project Director in order to qualify for payment.
- 3.2 Deliverables (including without limitation those titled "draft" in Exhibit A (Statement of Work) submitted to County for review and approval shall be approved or disapproved as set forth herein. Upon completion of

particular Tasks, including all applicable subtasks, Deliverables, Services, and other Work to be provided by Contractor pursuant to this Agreement, including the Statement of Work and any executed Change Order, Contractor shall submit a Task/Deliverable Acceptance Certificate in the form attached as Exhibit E (Task/Deliverable Acceptance Certificate) to County Project Director, together with any supporting documentation reasonably requested by County, for County Project Director's written approval. Unless a shorter or longer time period is specified in respect of a particular Task or Deliverable, County Project Director shall endeavor reasonably to approve or disapprove each Task or Deliverables within thirty (30) days of Contractor submitting an applicable Task/Deliverable Acceptance Certificate.

- 3.3 Contractor acknowledges that notwithstanding anything herein to the contrary it must complete all Work required to maintain, install and repair the SCADA System. All Work shall be completed in a timely manner and in accordance with the requirements and Specifications set forth in the SOW, and must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate. In no event shall County be liable or responsible for payment respecting a particular Task prior to execution of the Task/Deliverable Acceptance Certificate for such Task.

4. CHANGE NOTICES AND AMENDMENTS

No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 4.

- 4.1 General. County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

4.1.1 For any change which does not materially affect the Statement of Work, period of performance, payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Director.

4.1.2 Subject to Paragraph 4.1.3, for any (a) Additional Services, or (b) any other change related solely to the Statement of Work, period of performance, or schedule or amount of payments, a Change Order shall be mutually agreed upon and executed by both the Director and Contractor Project Director.

- 4.1.3 For any change (a) that materially affects any term or condition in this Agreement, or (b) the cost for which would exceed the Maximum Contract Sum, then a negotiated amendment to this Agreement shall be executed by the Board and Contractor, or if delegated by the Board, the Director and Contractor.
- 4.1.4 Notwithstanding any other provision of this Paragraph or Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions), the Director shall take all appropriate action to carry out any orders of the Board relating to this Agreement, and for this purpose, the Director is authorized to:
- (i) issue written notice(s) of partial or total suspension of this Agreement pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions) without further action by the Board, and/or (ii) prepare and sign amendments to this Agreement which reduce the Statement of Work and the Maximum Contract Sum without further action by the Board.
- (i) Such notices of partial or total termination or suspension shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) Director shall obtain approval of County Counsel for any notice.
 - (C) Director shall file a copy of all notices with the Executive Office of the Board within fifteen (15) days after execution of each notice.
 - (ii) Such amendments shall be authorized under the following conditions:
 - (A) Notices shall be in compliance with all applicable Federal, State and County laws, rules, regulations, ordinances, guidelines, and directives.
 - (B) The Board has appropriated sufficient funds for purposes of such Amendments.
 - (C) Director shall obtain approval of County Counsel for any notice.

- (iii) Director shall file a copy of all amendments with the Executive Office of the Board within fifteen (15) days after execution of each amendment.

4.1.5 Notwithstanding any other provision of this Paragraph 4 (Change Notices and Amendments), to the extent that extensions of time for Contractor performance do not impact either the Statement of Work or cost of this Agreement, County Project Director, in its discretion, may grant Contractor extensions of time in writing for the Work listed in the SOW or otherwise in this Agreement provided such extensions shall not extend the Term of this Agreement.

4.2 Change Order. Any "Change Order" proposed or executed by the parties shall include, unless waived in writing by County Project Director:

- 4.2.1 A quotation of a "not to exceed" price for completion and delivery of the requested Work, including a proposed Task and Deliverable completion schedule and a monthly budget of anticipated expenditures (including labor expenses calculated using the Hourly Labor Rates for personnel time);
- 4.2.2 An accounting of the cost savings to be realized by County from the nonperformance of any Work that is to be supplanted by the Work to be performed under the Change Order;
- 4.2.3 Contractor staff level recommended for completion of the applicable Work;
- 4.2.4 Estimated personnel hours for completion of the requested Work;
- 4.2.5 To the extent Custom Programming Modifications are requested, functional System Software Specifications;
- 4.2.6 Final delivery date for completed Work, including any post-delivery acceptance period as may be applicable;
- 4.2.7 If applicable, a revised Task and Deliverable completion schedule under the SOW for the remaining Work (i.e., other than the Work requested under the Change Order); and
- 4.2.8 A description of and Contractor's cost of any applicable hardware, third party software, or other materials required to complete the requested Work.

4.3 Duration of Contractor's Change Order Price Quotation. Contractor's quotations under the proposed Change Order, including the "not to exceed

price" under Paragraph 4.2.1, shall be valid for ninety (90) days from the date of its submission.

- 4.4 Change Order Dispute Resolution. In the event the parties fail to agree on the amount to be paid by County for the Work requested pursuant to a Change Order, County may, upon notice to Contractor, elect to direct Contractor to commence performing such Work (and Contractor agrees to commence performing such Work) and resolve the dispute over amounts owed to Contractor in accordance with the Dispute Resolution Procedure. To give effect to the preceding sentence, however, County agrees to pay and will pay the undisputed portion of such fees in accordance with the procedures set forth in Paragraph 4.1 (General) and Paragraph 8 (Invoices and Payments).
- 4.5 Change Order Audit. County is entitled to audit, in accordance with Paragraph 39 (Records and Audits) of Exhibit B (Additional Terms and Conditions), Contractor's compliance with Paragraph 4.2 (Change Order) in respect of Work performed pursuant to a Change Order.

5. TERM

The Term of this Agreement shall be one (1) year commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement (the "Initial Term"). County, through action taken by the Board, has the option, upon notice to Contractor no later than fifteen (15) days prior to the end of the then current Term, to extend the Term of this Agreement for four (4) additional one (1) year periods (each such one (1) year period, an "Option Term"). Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration as provided for in this Paragraph 5 (Term). As used herein, the "Term" shall mean the Initial Term, and if extended, each Option Term, as the case may be.

6. PRICES AND FEES

- 6.1 General. Attached to this Agreement as Exhibit C (Schedule of Deliverables and Payments) is a schedule of all fees applicable to this Agreement, along with a schedule for completion of Work beginning on the Effective Date and continuing through the Term. Contractor's compensation shall be in the amounts set forth in Form PW-2 (Schedule of Prices) allocated as set forth in Exhibit C. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is the Contractor's responsibility to

design, achieve and timely deliver maintenance, installation, and configuration services to the SCADA System.

6.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount payable by County to Contractor for all Work, under this Agreement for the Term. The Maximum Contract Sum for this Agreement, authorized by County hereunder shall in no event, expressly or by implication, exceed Two Hundred Fifty Thousand Dollars (\$250,000) (Maximum Contract Sum), or such greater amount as the Board may approve.

6.3 Delivery of System Software; Taxes.

6.3.1 Contractor agrees that all System Software and Documentation, including all Updates and Custom Programming Modifications, shall be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by Contractor staff who may load the System Software and Documentation onto County's hardware but who will retain possession of all originals and copies of such tangible media (e.g., CD-ROM, magnetic tape, printed manuals) used to deliver the System Software and Documentation to County. Contractor, including Contractor's subcontractors, shall not deliver or provide any tangible items to County, and County will not accept delivery of any of the same. Without limiting the generality of the foregoing, Contractor shall not deliver or provide any System Software, Documentation, or training materials on magnetic, optical, print or other tangible media under this Agreement.

6.3.2 County acknowledges that the amounts payable by County to Contractor under this Agreement do not include Taxes for products or services provided by Contractor hereunder. County shall be solely responsible for any Taxes, other than Taxes based on Contractor's income or gross revenue, properly charged or assessed on amounts payable thereunder by County to Contractor, except that Contractor acknowledges that it is responsible for any Tax liability arising as a result of Contractor's breach of any obligations under this Agreement, including this Paragraph 6.3 (Delivery of System Software; Taxes).

6.4 Cost-of-Living Adjustment. The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles Riverside-Orange County Area (CPI).

The Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to the County of Los Angeles employees as determined by the County of Los Angeles' Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in the County of Los Angeles employee salaries, no cost-of-living adjustment will be granted.

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6 (Termination for Convenience; Suspension) of Exhibit B (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such nonappropriation of funds at the earliest possible date.

8. INVOICES AND PAYMENTS

- 8.1 Approval of Invoices. All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature to the applicable Task/Deliverable Acceptance Certificate, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 8.2 Submission of Invoices. Contractor shall invoice County upon completion of Tasks, subtasks, Deliverables, and services and other Work which are specified in this Agreement, Exhibit A (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Orders, as applicable, and which have been approved in writing by County pursuant to Paragraph 3 (Work; Approval and Acceptance). Except with regard to Documentation Deliverables which are titled "draft" in Exhibit C (Schedule of Deliverables and Payments), which shall be invoiced as described in Paragraph 8.1 (Approval of Invoices), Contractor agrees not to submit any

invoice for payment until County has approved in writing the Work for which payment is claimed. County will endeavor reasonably to process each invoice received from Contractor within thirty (30) days. All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following address:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

8.3 Detail. Each invoice submitted by Contractor shall include:

- 8.3.1 The Tasks, subtasks, Deliverables, services, or other Work as described in Exhibit A (Statement of Work), Exhibit C (Schedule of Deliverables and Payments), and any Change Order, as applicable, for which payment is claimed.
- 8.3.2 A copy of all applicable Task/Deliverable Acceptance Certificates.
- 8.3.3 If the invoice is for Additional Services, a copy of the applicable Change Order, executed by the applicable representative of County, a copy of the Task/Deliverable Acceptance Certificate evidencing County's approval of such Work, and any additional supporting documentation reasonably requested by County must be submitted.
- 8.3.4 If applicable, the amount due under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work), which shall be the lesser of: (i) the maximum amount for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), or (ii) the total cost of Work performed for the invoiced period. The total cost of Work performed shall be calculated by multiplying the amount of hours worked by the applicable Rates set forth in Attachment 2 (Contractor's Applicable Hourly Labor Rates) to Exhibit C (Schedule of Deliverables and Payments).
- 8.3.5 Indication of the maximum amount remaining under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work), which shall equal: (i) the maximum amount available for Task 1 as enumerated in Exhibit C (Schedule of Deliverables and Payments), less (ii) the cumulative cost accrued for Work performed under Task 1 (Corrective Maintenance) of Exhibit A (Statement of Work) to date.

- 8.3.6 Indication of the applicable Holdback Amount and the cumulative Holdback Amount accrued under the Agreement.
- 8.3.7 Indication of any applicable withholds or credits due to County under the terms of this Agreement or reversals thereof, including credits assessed in accordance with Paragraph 8.7 (Credits to County).
- 8.4 No Partial or Progress Payments. Contractor shall be entitled to payment in respect of a Task or Deliverable, or other Work, only upon successful completion by Contractor and approval by County of such Task or Deliverable, or other Work. Except for Deliverables which are titled "draft" in Exhibit C (Schedule of Deliverables and Payments), which shall be invoiced as described in Paragraph 8.2 (Submission of Invoices), no partial or progress payments towards anticipated or substantial completion of Tasks or Deliverables, or other Work will be made under this Agreement.
- 8.5 Invoice Discrepancy Report. County Project Director or County Project Director's designee shall review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (or "IDR"), orally or in writing, to Contractor within fifteen (15) days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten (10) days of receipt of the IDR from County Project Director or County Project Director's designee. If County Project Director or County Project Director's designee does not receive a written response within ten (10) days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges.
- 8.6 County's Right to Withhold. In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.
- 8.7 Credits to County
- 8.7.1 County shall be entitled to credits arising from Contractor's noncompliance with its obligations relating to any of the tasks as indicated in the Statement of Work.
- 8.7.2 Such credits will be calculated according to the following rules:
- (i) Deliverables under Task 1 of Exhibit A (Statement of Work) not properly completed within the time specified according to

the Priority Levels in Exhibit A, Section B, Task 1 (Corrective Maintenance) shall entitle County to the following credits:

- (A) For Priority Level 1, Deliverables not properly completed within one (1) hour from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
 - (B) For Priority Level 2, Deliverables not properly completed within one (1) business hour from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
 - (C) For Priority Level 3, Deliverables not properly completed within twelve (12) business hours from the time the Deliverable is due, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
 - (D) For Priority Level 4, Deliverables not properly completed within one (1) calendar day of the Deliverable due date, shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
- (ii) The credits for Deliverables under Task 1 shall increase upon further delays in completion as follows:
- (A) For Priority Level 1, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the one (1) hour.
 - (B) For Priority Level 2, the credit shall be increased by one percent (1%) of such cost each business hour the Deliverable is late beyond the one (1) hour.
 - (C) For Priority Level 3, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the twelve (12) business hours.

- (D) For Priority Level 4, the credit shall be increased by one percent (1%) of such cost each hour the Deliverable is late beyond the one (1) calendar day.
- (iii) Deliverables under Tasks 1, 2, 3, and 4 of the Statement of Work not properly completed within thirty (30) working days of the Deliverable due date as specified in Exhibit C (Schedule of Deliverables and Payments), shall entitle County to a credit of five percent (5%) of the actual cost of such Deliverable, as set forth in Form PW-2 (Schedule of Prices).
- (iv) The credit shall be increased by one percent (1%) of such cost each working day the Deliverable is late beyond the thirty (30) working days.

9. REPRESENTATIONS AND WARRANTIES

Contractor hereby represents, warrants and covenants to County that for the Term, the Contractor's Work shall be fully Compatible with and shall fully integrate, perform, and function with the System Hardware and the operating system software and shall otherwise conform to the specifications set forth in Exhibit A (Statement of Work).

10. CORRECTION OF DEFICIENCIES CAUSED BY CONTRACTOR

Contractor shall correct any and all Deficiencies caused by Work performed by or on behalf of Contractor to County that occur during the Term of the Agreement as determined by County Project Director, which determination shall be subject to the Dispute Resolution Procedures set forth in Paragraph 2 (Dispute Resolution Procedures) of Exhibit B (Additional Terms and Conditions). Correction of such Deficiencies shall be at no additional cost to County. If any component of the SCADA System requires corrective services to remedy such Deficiencies, the Contractor shall endeavor reasonably to provide such services at County's location (which may include the provision of such services remotely by Contractor).

11. PRODUCTION USE OF THE SYSTEM

Following installation by Contractor and prior to acceptance of Work by County, County shall have the right to use, in production mode, any completed portion of the System Software without any additional cost to County where County

determines that it is desirable or necessary for County operations. Such production use shall not restrict Contractor's performance under this Agreement and shall not be deemed to be Contractor's achievement of Task completion.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notices is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County:

County of Los Angeles Department of Public Works
Waterworks Division
Attention Mr. Il Kim
P.O. Box 1460
Alhambra, CA 91803
Telephone: (626) 300-3319
Fax: (626) 300-3385
E-mail: IKim@dpw.lacounty.gov

with a copy to:

Office of the County Counsel
County of Los Angeles
500 West Temple Street
Los Angeles, CA 90012
Attention Mr. Jose Silva, Esq.
E-mail: josilva@counsel.lacounty.gov

///
///
///
///

To Contractor:

with a copy to:

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 4, 5, 6, 7, 11, 12, and 13, and all the terms and conditions set forth in Exhibit B (Additional Terms and Conditions)

///

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officer, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
JOSE SILVA, Esq.
Principal Deputy County Counsel

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 720

Bid Title : Service and Maintenance of Supervisory Control and Data Acquisition (SCADA) System (2008-IT026)

Bid Type : Service

Department : Public Works

Commodity : ENGINEERING - CONTROL SYSTEMS

Open Date : 5/15/2008

Closing Date : 5/29/2008 11:00 AM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 250,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Service and Maintenance of Supervisory Control and Data Acquisition (SCADA) System (2008-IT026). The annual contract amount for this service is estimated to be \$250,000. If not enclosed with this letter, the Request for Proposals (RFP) setting forth contract specifications, forms and instructions for preparing and submitting proposals may be requested by accessing the link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/scada.pdf> or from Ms. Jeanette Arismendez at (626) 458 4169 Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to: (i) the requirement that Proposer's personnel must have at least five (5) years experience in the programming, troubleshooting, and installation of Motorola MOSCAD hardware and Wonderware software; and (ii) the System Integrator must be Wonderware certified.

A Proposers' Conference will be held on Thursday, May 29, 2008, at 11 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. Walk-throughs for South and North Maintenance Areas will be conducted on Wednesday, June 4, 2008, from 7 a.m. to 5:30 p.m. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT BOTH THE CONFERENCE AND WALK-THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-throughs cannot be verified. Attendees should be prepared to ask questions at the conference about the specifications, proposal requirements, and contract terms. After the conference and walk-throughs, time may not permit Public Works to respond to further requests for information.

The deadline to submit proposals is Wednesday, June 18, 2008, at 5:30 p.m. Please direct your questions to Ms. Arismendez at the number above.

Contact Name : Jeanette Arismendez

Contact Phone# : (626) 458-4050

Contact Email : jarisemen@dpw.lacounty.gov

Last Changed On : 5/19/2008 4:37:56 PM

[Back to Last Window](#)

[Back to Award Main](#)